
SENATE BILL 6705

State of Washington

55th Legislature

1998 Regular Session

By Senators Wood, Haugen, Benton, Goings, B. Sheldon, Jacobsen, Bauer, Strannigan, Deccio, Rasmussen, Oke, Morton, Horn, Schow, Stevens and Spanel

Read first time 01/28/98. Referred to Committee on Transportation.

1 AN ACT Relating to restrictions on hazardous material on state
2 ferries; and amending RCW 47.60.135.

3 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

4 **Sec. 1.** RCW 47.60.135 and 1997 c 323 s 2 are each amended to read
5 as follows:

6 (1) The charter use of Washington State Ferry vessels when
7 established route operations and normal user requirements are not
8 disrupted is permissible.

9 (2) Consistent with the policy as established in subsection (1) of
10 this section, the general manager of the Washington State Ferries may
11 approve agreements for the chartering of Washington State Ferry vessels
12 to groups or individuals, including hazardous material transporters, in
13 accordance with the following:

14 (a) Vessels may be committed to charter only when established route
15 operation and normal user requirements are not disrupted or
16 inconvenienced. If a vessel is engaged in the transport of hazardous
17 materials, the transporter shall pay for all legs necessary to complete
18 the charter, even if the vessel is simultaneously engaged in an
19 operational voyage on behalf of Washington State Ferries. Commercial

1 tanker trucks, with or without tank trailers, containing motor fuels or
2 their vapors are considered hazardous materials not to be transported
3 on regularly scheduled passenger runs.

4 (b) Charter rates for vessels must be established at actual vessel
5 operating costs plus fifty percent of such actual costs rounded to the
6 nearest fifty dollars. Actual vessel operating costs include, but are
7 not limited to, all labor, fuel, and vessel maintenance costs incurred
8 due to the charter agreement, including deadheading and standby.

9 (c) Recognizing the need for stabilized charter rates in order to
10 encourage use of vessels, rates must be established and revised July
11 1st of each year and must remain fixed for a one-year period unless
12 actual vessel operating costs increase five percent or more within that
13 year, in which case the charter rates must be revised in accordance
14 with (b) of this subsection.

15 (d) All charter agreements must be in writing and substantially in
16 the form of (e) of this subsection and available, with calculations,
17 for inspection by the legislature and the public.

18 (e) Parties chartering Washington State Ferry vessels shall comply
19 with all applicable laws, rules, and regulations during the charter
20 voyage, and failure to so comply is cause for immediate termination of
21 the charter voyage.

22 "CHARTER CRUISE AGREEMENT

23 On this day of,, Washington State Ferries
24 (WSF) and, hereinafter called Lessee, enter into this
25 agreement for rental of a ferry vessel for the purpose of a charter
26 voyage to be held on, the parties agree as follows:

27 1. WSF agrees to supply the vessel (subject to change)
28 for the use of the Lessee from the period from to
29 on (date).

30 2. The maximum number of passengers; or in the case of hazardous
31 materials transports, trucks and trailers; that will be accommodated on
32 the assigned vessel is This number MAY NOT be exceeded.

33 3. The voyage will originate at, and the route of travel
34 during the voyage will be as follows:
35

1 4. The charge for the above voyage is dollars (\$)
2 plus a property damage deposit of \$350 for a total price of \$,
3 to be paid by cashier's check three working days before the date of the
4 voyage at the offices of the WSF at Seattle Ferry Terminal, Pier 52,
5 Seattle, Washington 98104. The Lessee remains responsible for property
6 damage in excess of \$350.

7 5. WSF is responsible only for the navigational operation of the
8 chartered ferry and in no way is responsible for directing voyage
9 activities, providing equipment, or any food service.

10 6. Other than for hazardous materials transport, the voyage
11 activities must be conducted exclusively on the passenger decks of the
12 assigned ferry. Voyage patrons will not be permitted to enter the
13 pilot house or the engine room, nor shall the vehicle decks be used for
14 any purpose other than loading or unloading of voyage patrons or
15 hazardous materials.

16 7. If the Lessee or any of the voyage patrons will possess or
17 consume alcoholic beverages aboard the vessel, the Lessee must obtain
18 the appropriate licenses or permits from the Washington State Liquor
19 Control Board. The Lessee must furnish copies of any necessary
20 licenses or permits to WSF at the same time payment for the voyage is
21 made. Failure to comply with applicable laws, rules, and regulations
22 of appropriate State and Federal agencies is cause for immediate
23 termination of the voyage, and WSF shall retain all payments made as
24 liquidated damages.

25 8. WSF is not obligated to provide shoreside parking for the
26 vehicles belonging to voyage patrons.

27 9. The Lessee recognizes that the primary function of the WSF is
28 for the cross-Sound transportation of the public and the maintaining of
29 the existing schedule. The Lessee recognizes therefore the right of
30 WSF to cancel a voyage commitment without liability to the Lessee due
31 to unforeseen circumstances or events that require the use of the
32 chartered vessel on its scheduled route operations. In the event of
33 such a cancellation, WSF agrees to refund the entire amount of the
34 charter fee to the Lessee.

35 10. The Lessee agrees to hold WSF harmless from, and shall process
36 and defend at its own expense, all claims, demands, or suits at law or

1 equity, of whatever nature brought against WSF arising in whole or in
2 part from the performance of provisions of this agreement. This
3 indemnity provision does not require the Lessee to defend or indemnify
4 WSF against any action based solely on the alleged negligence of WSF.

5 11. This writing is the full agreement between the parties.

6 WASHINGTON STATE FERRIES

7 Lessee

8 By: By:

9 General Manager"

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